

Cement Corporation of India Limited.
(A Govt. of India Enterprise)
Core 5, SCOPE Complex, 7-Lodi Road
NEW DELHI-110 003
(CIN-U74899DL1965GOI004322)

E-mail: gmnou_co@ccilttd.in
Website: www.ccilttd.in

NIT No.: GM (NOU)/JGD/RLY-SIDING/04-02/2022

Dated: 09-05-2022

NOTICE INVITING E-TENDER (NIT)
(Only through e-procurement)

1.0 Online electronic bids through Electronic Tendering System (ETS) are invited from needy actual users/parties of repute who are interested to in Renting of Part-1, - Jagadhri Railway Siding-Exchange Yard (Siding code- CCIJ) and Part2CCI Railway Siding Godown at Jagadhri Yamunanagar, Haryana on "as is where is basis

The complete set of tender document is available on websites:

The complete set of tender documents is available on websites www.ccilttd.in, www.eprocure.gov.in. and www.cci-etender.com of Antares Systems Ltd.

E-TENDER No.	GM (NOU)/JGD/RLY-SIDING/04-02/2022
MODE OF TENDER	e-Procurement System (Online Part A - Techno-Commercial Bid and Part B - Price Bid) through www.cci-etender.com of Antares Systems Ltd.
Date of NIT available to parties to download	From 10.05.2022 (10.00 hrs.) Till 25.05.2022 (15.00 hrs.)
Last date of site visit (if needed) by the bidders	24.05.2022 (10:00 A.M. to 5:00 P.M)
Last date of submission of EMD, Valid SSI/ NSIC/MSME Certificate and other Documents required as per Tender Terms & Conditions under covering letter	25.05.2022 (15.00 hrs.)
EMD Amount	Rs. 2 Lakhs (Rs. Two lacs only) Through e-payment as per Clause no.,1.0 of Part-II General terms & conditions(Annexure-IV). SSI units registered with NSIC, MSME and Public Sector Undertakings are exempted from furnishing EMD.
Date of Starting of e-Tender for submission of on line Techno-	From 10.05.2022 (10:00 hrs.)

Commercial Bid and Price Bid at www.cci-etender.com	Till 25.05.2022 (15:00 hrs.)
Date & time of opening of Part-A (i.e. Techno-Commercial Bid) Part-B Price Bid: Date of opening of Part-B i.e. price bid shall be informed separately	25.05.2022 at 15.30 hrs. --
Validity of bids	120 days from the date of the techno-commercial bid opening.

Offer is invited for the following as per details given below: -

NIT No.	Name of the work
GM (NOU)/AKU/RLY-SIDING/04-02/2022	Renting of Part-1, - Jagadhri Railway Siding-Exchange Yard (Siding code- CCIJ) and Part2, CCI Railway Siding Godown at Jagadhri Yamunanagar, Haryana on "as is where is basis

Only those tenders will be considered who fulfill the terms & conditions mentioned in the tender documents.

1. Only those tenders shall be considered who deposit the earnest money by due date.
2. The price- bid should be only as per CCI's price - bid format otherwise the tender is liable for rejection.
3. Vendors must visit CCI website and go through the General Terms & Conditions (GTC) of contract, upload Tender section of our website. The Venders are advised to understand GTC and successively submit the various Annexure as given in attached checklist, as a token of their acceptance of the same.

Parameter of E-Forward Auction:-

Instructions for e-Forward Auction:

CCI reserves the right to go for e-auction as additional condition. In case of any eventuality, the cases will be decided as per the rates submitted in the e-tender. Hence, the bidders are advised to submit their offers accordingly.

Only the Bidders who have qualified the techno commercial bid of the tender and whose price bid has been opened are eligible for participating in the forward auction.

The highest quoted rate per rake(net price) of e-tender, evaluated after opening of price bids shall be considered as base price (floor price) for forward auction and accordingly the forward auction shall be started. All bidders will be given opportunity to look at to H-1 price and submit their net price in the forward auction process.

The procedures and other terms & conditions of forward auction shall be uploaded on our website well before starting of e-forward auction. The bidders are requested to go through our website regularly to keep them updated about the procedures and terms & conditions.

For Part-1, Incremental value for e-Forward Auction will be Rs.10000/-(Ten thousand only).

For Part-2, Incremental value for e-Forward Auction will be Rs.1000/-(One thousand only).

The bidders participating in forward auction shall be required to complete all formalities & submit the required documents as desired under the above stated procedures and terms & conditions.

Estimated Cost /.Entry Start Price/Reserve Price for e- Forward Auction	H1 price of the financial bids of the Techno-commercially Qualified Bidders
Minimum Incremental Value	For Part-1, Incremental value for e-Forward Auction will be Rs.10000/-(Ten thousand only). For Part-2, Incremental value for e-Forward Auction will be Rs.1000/-(One thousand only).
Eligible Bidders to participate in e- Forward Auction	Techno- Commercially qualified bidders to give declaration to participate in Forward Auction within an hour of opening of price bids and All such bidders be issued user id and password for Reverse Auction
Start Date & Time of e- Forward Auction	----- at 14.30 hrs (after 2 working days of opening of price bids)
Initial Duration of e- Forward Auction	2Hrs (from 14.30 to 16.30Hrs)
Automation Extension of “ Forward Auction closing time” if the last bid received within a pre- defined time duration before the “ Forward	Yes

Auction Closing Time”	
Pre- defined time duration (as mentioned above)	05 minutes
Time of each Automatic Extension	15 minutes
Display of Highest Bid(H1)	Yes (to all bidders)(without the bidder identity)

Forward Auction Procedure:-

- 1) The Forward auction is to be carried two days after the opening of e- price bids.
- 2) If H-1 party decides to be out of Forward auction, the party will be allowed to do so.
- 3) Other parties if opt out they will be assumed to be not participate in tender. No chance shall be afforded later.
- 4) The H-1 bidder after Forward auction shall be considered as final H-1 & the case for awarding shall be processed as per policy & NIT.

GM (NOU)

ANNEXURE- I **IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT**

This is an e-procurement event of Cement Corporation of India. The e-procurement service provider is Antares Systems Ltd., No.24, 1st floor, Sudha Complex, 3rd Stage, 4th Block, Basaveshwara Nagar, Bangalore -560 079.

You are requested to read the Tender Terms & Conditions (**Annexure: I to IV**) of this tender before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

01)	<p>Process of E-Tender:</p> <p><u>Registration:</u></p> <p>The process involves vendor's registration with Tenderwizard e-procurement portal. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. Antares Systems Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><u>SPECIAL NOTE: THE PRICE BID AND THE TECHNO-COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.cci-etender.com</u></p> <p>Vendors are required to register themselves online with <u>www.cci-etender.com</u> → 'Register Me' link. Filling up details and creating own user id and password→ Submit. Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact CCI/Antares Systems Ltd, (before the scheduled time of the e- tender).</p> <p>Contact person (Cement Corporation of India):</p> <table border="0"><tr><td>1. GM (NOU), Mobile: 8319779700 E-mail: gmnou_co@ccilttd.in</td><td>2. AGM (Comm) Mobile : 9993752836 E-mail: mm_co@ccilttd.in</td></tr></table> <p>Contact person (Antares Systems Ltd):</p> <table border="0"><tr><td>1. Mr. Pravesh Mani Ph: 9795607892, Mobile: 09044314492 Email:praveshmani.t@antaressystems.com</td><td>2. Helpdesk Sr.Exe-CRM Ph: 033-46046611</td></tr></table> <p>B) System Requirement:</p> <p>Windows 8,10 Professional Operating System, Internet Browser-9,10 &11. Signing type Class 3 digital signature Java JRE 6 and above</p>	1. GM (NOU), Mobile: 8319779700 E-mail: gmnou_co@ccilttd.in	2. AGM (Comm) Mobile : 9993752836 E-mail: mm_co@ccilttd.in	1. Mr. Pravesh Mani Ph: 9795607892, Mobile: 09044314492 Email:praveshmani.t@antaressystems.com	2. Helpdesk Sr.Exe-CRM Ph: 033-46046611
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1. Mr. Pravesh Mani Ph: 9795607892, Mobile: 09044314492 Email:praveshmani.t@antaressystems.com	2. Helpdesk Sr.Exe-CRM Ph: 033-46046611				
02)	<p>(A) Part-A Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part-B Price bid will be opened electronically of only those bidder(s) who's Part-A Techno- Commercial Bid is found to be Techno-Commercially acceptable by CCI. Such bidder(s) will be intimated date of opening of Part-B Price bid, through valid email confirmed by them.</p>				

	<p><u>NOTE:</u></p> <p>The Tenderers are advised to offer their highest possible rates taking into account the prevailing market conditions. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, if the rate is still considered low, action as per prevailing instruction/guideline shall be taken.</p>
03)	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
04)	<p>In case of failure to access the payment towards non-refundable fees for any reason, the vender, in turn, will not have the access to on line e-tender and no correspondence in this respect will be entertained and CCI will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of non-refundable fees through separate DD well in advance and verify completion of transaction in respect of non-refundable fees.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. For further assistance please follow instructions of vendor guide</p>
05)	All notices/corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by CCI. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with Tender wizard (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
06)	The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
07)	E-tender cannot be accessed after the due date and time mentioned in NIT.
08)	<p><u>Bidding in e-tender:</u></p> <p>a) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>b) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>c) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>d) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should</p>

	be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
09)	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10)	No deviation to the technical and commercial terms & conditions are allowed.
11)	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature
12)	CCI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13)	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.cci-etender.com of Antares Systems Ltd.
14)	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15)	The bid will be evaluated based on the filled-in technical & commercial formats.
16)	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, punitive action including suspension and banning of business can also be taken against defaulting bidders.
17)	Bidders are requested to read the vendor guide in the page www.cci-etender.com to familiarize themselves with the system before bidding.

For and on behalf of CCI Ltd,
GM(NOU)

(On the letterhead of the bidder)
Covering Letter

To,
General Manager (NOU)
Cement Corporation of India Limited,
Core-V, SCOPE Complex,
7-Lodhi Road, NEW DELHI-110 003
Bidder's Ref No.:

Dear Sir,

With reference to your NIT No. Dated
.....,

I/We am/are hereby uploading the scanned copies of the following documents online for your reference:

S.No	Item	Yes/No/NA
1	Scanned copy of covering letter (Annexure-1)	
2	Submission of EMD (Cash/DD/BG/ Gateway)	
3	Copy of GST Registration Certificate and PAN Card	
4	Partnership Deed / Memorandum & Article of Association	
5	Balance Sheet for last 3 financial years	
6	Scanned Copy of duly filled and signed Integrity Pact, Annexure-2	
7	Udyog Aadhar Number (For MSME bidders)	
8	Annexure-3 (Declaration of relation to officer of CCI)	
9	Annexure-4 (unexecuted / present contracts / jobs in hand)	
10	Annexure-5 (Bidder's firm/company profile)	
11	Annexure-6 (Details of plant & machinery installed)	Not Applicable
12	Annexure-7 (Details of testing facilities installed)	Not Applicable
13	Annexure-9 (Declaration letter of having read and understood the GTC)	
14	Certificate stating that Railway Siding at Jagadhari shall be for the actual use of bidder only.(As per Cl.1 of eligibility Criteria of Part-III)	

(Note:- to get Annexures, General Terms and Conditions part I &II, party may visit to CCI web site, ccilttd.in and down load the same as well as get assistance of CCI concerned officials.)

(For and on behalf of Bidder/Contractor)

(Office Seal)

PART – III : SPECIAL TERMS & CONDITIONS

In addition to the General Terms & Conditions of the tender under Part-I & II, the following Special terms & conditions will also apply to the contract. These Special terms & conditions, if contradictory to any conditions given in Part-I & Part-II, shall prevail upon the conditions given therein:

1. **ELIGIBILITY CRITERIA:**

Part-1: CCI Railway Siding—Jagadhri Yamunanagar (Haryana) will be given to the actual users only. Bidders are required to submit a Certificate along with techno commercial bid certifying that they will use the Railway Siding at Jagadhri for their actual use only, failing which the tender is likely to be rejected.

Experience and turnover: The Bidders should have logistics experience of 2 years in handling of bulk goods via Rail/Road. End users transporting their own goods via Rail/Road shall also be considered. Bidder as an entity should have minimum turnover of Rs. 2 crores.

Part-2: CCI Railway siding Godown measuring approximately 5291 Sq feet (Godown Area=2386 sq feet; Platform area=1367 sq feet; Shed area=1538 sq feet), situated at CCI Railway siding at Jagadhri Yamunanagar (Haryana) will be given on rental basis to the actual users only on as is where is basis. Bidders are required to submit a certificate along with techno commercial bid certifying that they will use the Railway Siding Godown at Jagadhri for their actual use only, failing which the tender is likely to be rejected.

Experience and turnover: the bidder should have logistics experience of 2 years in handling of bulk goods via railway/road end user transporting their own goods via rail/road shall also be considered. Bidder as an entity should have minimum turnover of 1.0 crore.

2. The bidders are requested to visit the CCI Jagadhri siding before bidding, particularly on or before.....2022 (10.00 AM to 5.00PM) i.e., before “Pre-Bid Meeting”, to ensure its workability, suitability etc. about the railway siding as well as Godown, on later stage the CCI will no way be held responsible in any way on any such matter(s),
3. Bidders will have to submit their detailed proposal to the concerned railway authorities, to obtain their unconditional, No Objection for use of our railway siding at Jagadhri to facilitate inward and outward traffic for their goods, as applicable. However, if CCI wants to use of its Railway Siding for inward/outward traffic during the currency of contract period it will have the overriding right to use the same.
 - a. CCI Rajban is presently using the siding for its own purpose (Unloading of coal). The numbers of rakes received are 6-8 rakes in a year.
 - b. Whenever any rake is planned by CCI, information will be given 5 days in advance to other co-user(s) for planning to

accommodate CCI rake on priority.

- c. In any case of single co-user, CCI will unload any one side of siding and the user /co-user shall use the other side.
- d. In case of allotment of CCI siding to more than one co-user, and both sides of the siding / platform gets occupied by the co-users at the same time, the co-user whose loading/unloading completed first will clear the siding/platform within 5 days of getting written information from CCI, to give priority for unloading CCI rakes.
- e. The siding is presently operational and if any demand of dues is raised by the railways, subsequent to award of the contract for railway siding, during their period of operation, the same shall be borne & cleared by sharing on prorata basis of work allotted to the party(s).
- f. The successful Tenderer(s) will have to arrange for the maintenance of Railway Siding as per Railway norms /guidelines at his own cost. Apart from this, party has also to arrange all other maintenance works like levelling/repairing of loading platform, earth work, track maintenance, lighting arrangements etc. as per siding requirement under Railway norms. Before submission of tender, the tenderer may get total maintenance charges confirmed from Railway including OHE maintenance as per Railway maintenance norms, as applicable, and visit and inspect the siding/track conditions on their own cost and interest.
- g. The entire siding charges including Railway supervision charges, OHE maintenance charges etc will be borne only by the successful bidder(s) (on prorata sharing basis, in case of more than one bidder) from the date of the commencement of the siding and not by CCI. Any claim whatsoever will not be considered/ entertained by CCI in this regard, at any stage.
- h. The successful tenderer will also not have any right to sublease the railway siding to any other party without any written permission of CCI.

4. BIDDING :

The Bids are being invited for two parts i.e. Part-1, and Part-2, for bidding. The bidders may quote for any one or both the Parts.

- i) Part-1:
Leasing out of CCI Jagadhari Railway Siding on rental basis Monthly Minimum Assured Revenue (MAR) of Rupees Two lakh fifty thousands (Rs 2.50 Lakh) per month for handling up to fifteen (15) numbers of rakes quarterly (three months) excluding GST. The parties are expected to bid and quote including

premium on reserve price of monthly charges. This quoted monthly charges (Base price plus premium) is hereafter called **Minimum Assured Revenue (MAR)**. For additional rakes, beyond 15 rakes the successful Bidder shall have to pay on pro-rata basis. In case of less than 15 rakes handled in a quarter, the left over unutilized numbers of rakes will not be considered for carrying over to the next quarter.

- a) The contract will be awarded to maximum of 02 qualified bidders as co-users, subject to the finalized per rake rate of H-1 is matched by H-2, H-3, - - successively.
- b) To get maximum utilization of the siding for optimizing per month revenue generation about 15 numbers of rakes handling per month may be considered.
- c) CCI reserves the right to award the contract to more than one bidder as co-user for Part-1 to ensure maximum revenue per month.

In such situation, the MAR per rake shall be the highest per rake quoted by H1 party which is to be matched by other co-user.

- d) The successful tenderer will also have to pay the fixed charges such as Railway Land Rent, OHE maintenance charges, Inspection charges of private siding, establishment charges of Northern Railway Staff and any other periodical charges payable to the Railway for using the railway siding etc. as per actual to Railway Authority within due date and provide the acknowledgement of such payment to CCI, Jagadhri. In case of more than one co-users the maintenance charges to be borne by sharing in proportion to their allocated numbers of rakes.
- e) In case of additional rake the amount is to be deposited along the next month's advance rent. However, CCI reserves the right to terminate the lease to use the railway siding as well as Godown at any time with one month notice. All indents will be raised by the successful tenderer directly on the Railways for the rakes under intimation to CCI-Jagadhri and their payments will be made directly by the party to Railways under intimation to CCI- Jagadhri against each rake.
- f) The transportation/handling and security of material from & at CCI Jagdhari railway siding shall be sole responsibility of successful tenderer.
- g) If required, as per railway norms, installation of in-motion Weigh Bridge and its maintenance will be in the scope of successful bidder.

ii) Part-2:

Leasing out of CCI Jagadhri Railway siding Godown (Capacity 5,291 Sq Ft approximately) on Monthly Minimum Assured Revenue (MAR) of Rupees fifty thousand (Rs. 50000/-) per month.

- a). The contract may be awarded to only one qualified bidders as co-user. On "as is where is basis".
- b). The maintenance / repairing as required will be the responsibility of the successful bidder.
- c). The qualified bidder who quotes highest either for Part-1, or for Part-2, shall be considered for awarding the contract, as resulted through "e-Forward Auction".

e). The legality and responsibility of the materials, its storage at CCI Godown and its transportation etc will entirely rest upon the successful bidder and CCI will no way be held responsibility in any manner.

iii) In case even after e-forward Auction, the final rate gets tie and remains same for more than one bidder in each or any of the Part, the H-1 will be finalized by lottery.

For Part-1, in case tie rates are received even after e-forward auction, in such situation up to 02 co-users can be finalized and if required it can be decided by lottery. Whereas for Part-2, only one co-user will be allowed if required by lottery. The decision of the CCI will be final and binding in such case.

5. **PAYMENT TERMS** : The successful bidder has to pay two months final allocated work value (MAR) in advance as additional Security deposit. In addition, monthly rent (MAR) will be payable in advance by 5th of each month.

6. **EARNEST MONEY DEPOSIT**:- Earnest money for Part-1, will be payable Rs.2,00,000/- (Rupees two Lakhs only) and for Part-2, will be payable Rs.50000/- (fifty thousand) through e-Payment (through e-tendering portal Gateway). In case of any bidder backs out after participation, the EMD will be forfeited. However, the EMD of the unsuccessful bidder will be refunded.

7. **SECURITY DEPOSIT**: The successful tenderer must have to furnish security deposit equivalent amounting of two months' rent by way of DD, Bank Guarantee in (CCI Format to be provided by Rajban unit) or FDR from any nationalized bank towards satisfactory completion of contract period within 15 days from the date of acceptance of agreement. In case tenderer fails to deposit the SD within specified period as above, the contract will be terminated and EMD amount will be forfeited. This SD will be refunded after 3 months of satisfactory/ successful completion of rental period, after deducting dues, if any. EMD of the successful bidder can be adjusted in SD.

8. **TAXES**:

- a) The GST as applicable will be payable, if paid by contractor.
- b) CCI will issue a rent invoice as rent amount plus GST as applicable.
- c) All applicable GST, taxes & duties etc. levied by State Government or Central Government such as Rental Tax, Service Tax, Duties and any other levies will have to be borne by successful tenderer.

9. **PERIOD OF CONTRACT & BILLING**:

Part-1 : The contract shall be awarded for a period of One year, which can be extended for further period of one year by mutual consent.

The effective date of billing will start from 30 days of issue of Work Order or 7 days of issue of NOC by Railway, or from the date of starting the operation of the siding by the co-user(s), whichever is the earliest, in view of mobilization etc.

Part-2, : The contract shall be awarded for a period of One year, which can be extended for further period of one year by mutual consent.

The effective date of billing will start from 15 days of issue of Work Order or 3 days of issue of NOC by Railway, or from the date of starting the use of the Godown by the co-user(s), whichever is the earliest, in view of mobilization etc.

10. **e-FORWARD AUCTION:**

Instructions for e-Forward Auction:

CCI reserves the right to go for e-auction as additional condition. In case of any eventuality, the cases will be decided as per the rates submitted in the e-tender. Hence, the bidders are advised to submit their offers accordingly.

Only the Bidders who have qualified the techno commercial bid of the tender and whose price bid has been opened are eligible for participating in the forward auction.

The highest quoted rate per rake(net price) of e-tender, evaluated after opening of price bids shall be considered as base price (floor price) for forward auction and accordingly the forward auction shall be started. All bidders will be given opportunity to look at to H-1 price and submit their net price in the forward auction process.

The procedures and other terms & conditions of forward auction shall be uploaded on our website well before starting of e-forward auction. The bidders are requested to go through our website regularly to keep them updated about the procedures and terms & conditions.

For Part-1, Incremental value for e-Forward Auction will be Rs.10000/-(Ten thousand only).

For Part-2, Incremental value for e-Forward Auction will be Rs.1000/-(One thousand only).

The bidders participating in forward auction shall be required to complete all formalities & submit the required documents as desired under the above stated procedures and terms & conditions.

11. **PENALTY** : After the award of the Tender, In case if the Bidder backs out, disputes the payment terms, do not adhere to or do not comply to the tender terms and conditions, as well as any action of the party liable to the breach of the contract, the S.D. as well as Advance deposited shall be forfeited.

In case of revenue losses caused by any of the co-user by not clearing the loading platform in due time, creating hindrance to other co-users or any act of co-user which will cause losses, such co-user will have to indemnify CCI. Such losses will be recovered from such party(s). Decision of CCI in this matter will be final and binding.

In case the payment is not received on due date, interest @2% per month on outstanding amount shall be charged for delayed period.

12. **TERMINATION OF THE CONTRACT:**

CCI may terminate the contract at any time after giving One month notice of termination to the party, if:-

- a).The party fails to perform, has made or makes any inaccuracy in, or otherwise breaches, any of its obligations, covenant, or representations,
- b).If the party violates any of the terms and condition stated in the contract.
- c).If the party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation,
- d).If there is or becomes any Law that makes the performance of the terms of this contract illegal or otherwise prohibited, or any Government Authority issues an Order restraining or enjoining the transactions under this contract.

13. **ARBITRATION CLAUSE:** Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be referred to a sole arbitrator as per the provision of the Indian Arbitration & Conciliation Act, 1996 as amended from time to time.

The work under the contract shall be continued uninterrupted during the pendency of the arbitration proceedings and no payment due from one to the other parties therein shall be withheld on account of pendency of such proceedings unless such payment related to the matter under arbitration.

The Seat of the arbitration shall be New Delhi or such other place as the arbitrator at his discretion may determine and Language shall be English.

14. **FORCE MAJEURE CONDITIONS:** If at any time during the continuance of the agreement/contract, it becomes impossible by reasons of war, or war like operations, strikes, lock-outs, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm or floods, the contractor shall during the continuance of such contingencies, not be bound to execute the contract during this period as per agreement/contract time schedule. The work shall be resumed immediately the contingencies has have ceased or otherwise determined and contractor's obligations shall continue to be in force for correspondingly extended period after the resumption of execution. The contractor shall however, inform the Corporation by registered post about such acts at the beginning and end of the above causes of delay within ten days of occurrence and cessation of such force majeure conditions.

In the event of delay lasting over one month, if arising out of cause of force majeure the Corporation reserves the right to cancel the order/contract without any compensation whatsoever, and/or any consequential loss etc.

Only events of Force Majeure which affect the work at the time of its occurrence shall be taken into cognizance. The Corporation shall not be liable to pay any extra costs or increased rates due to delay under Force Majeure conditions. Only appropriate extension of time will be granted.

15. **JURISDICTION:** It is hereby agreed by the parties here to that only Courts at New Delhi/Delhi shall have jurisdiction to decide or adjudicate upon any dispute which may arise out of or be in connection with this agreement.

16. **Laws Governing the Contract :**

This contract shall be governed by the laws of Union of India in force.

17.0 NOTICE :

17.1 Any notice hereunder may be served on the contractor by Registered Post/Mail at his last known address. Proof of issue of any such notice at his address shall be conclusive proof of having received the notice by contractor.

17.2 a) Form of Notice: All notices, demands and communications between the parties must be in writing.

b). Method of notice: The parties shall give all notice, demands and communications between the parties by (i) personal delivery (ii) first class registered or certified mail, postage prepaid, return receipt requests. All notices, demands and communications to the party shall be given at the last known address of the party.

c). Receipt of Notice: A notice, demand and communications given under this contract / Agreement will be effective on:

i) The other party's receipt of it , or

ii) If mailed, on the earlier of the other party's receipt of it and the fifth Business Day after mailing it.

d). Proof of issue of any such Notice at the last known address of the party shall be conclusive proof of having received the Notice.

18. The party shall directly be responsible for all or any dispute arising between him and his employees and keep the Corporation indemnify against all loss, damages & claim arising thereof.

19. The party shall all the times indemnify CCI against,

a) All claims and damages CCI may face or incur due to any direct or indirect act or omission and / or any violation / breach, of this contract or any Law, Rules , Bye- Laws, Notifications or Directions issued by Central , State or Local Authorities , and /or due to any action or negligence on the part of the party in general, AND

b) With respect to all claims, demands causes of action, obligation, litigation, liability, loss, damage, cost and expenses incurred or sustained by the corporation at any stage i.e., either during the period of contract or expiry of contract, caused due to poor maintenance / performance of the railway track in particular.

20. Compliance of all the local laws will be responsibility of the successful Bidders. It will also be their responsibility to seek prior clearance from all the appropriate authorities.
21. The tenderer will also ensure that there is no violation of laws/regulations while using the CCI railway siding. In case any penalty is imposed while using the CCI's railway siding the same will have to be borne by the tenderer.
22. The tenderer will be solely responsible for ensuring the implementation and compliance of labour laws or any other legal laws affecting the engagement of labours. The tenderer will also be responsible for payment of any compensation under the Workman Compensation Act in the event of any accidental injury/ casualty caused to the workmen/Labour whatever the case may be.
23. In case there is any incidence/ accident of any track jamming resulting in blockage of traffic on account of the tenderer, it will be the tenderer's responsibility to clear the track within the free time allowed by Railways and in case the same is not cleared, any charges levied by the Railways on this account shall be borne by the party.
24. The transportation of materials from CCI-Jagadhri Railway Siding shall be the sole responsibility of the successful tenderer.
25. In case CCI has to pay any demurrage/wharfage or any other charges to Railways due to blockage of track on account of the tenderer, the same will be paid by the tenderer to CCI immediately for making payment to Railways on rake to rake basis.
26. CCI is having full time security in the siding however the successful bidder may have their own security for safety of their materials
27. The successful tenderer has to obtain No Demurrage Certificate from the Railways after each rake and to submit the same to CCI before handling of the next rake. In case of any damage to the track, for any reason, damage to the property of the Corporation, the successful tenderer/party will be responsible and will be liable to rectify/repair all the damages caused by them/their representative. No relaxation in such circumstances will be entertained on any account.

XXXX-XXXX

NIT No. :

Dated: ---.---.2022

PRICE BID FORMAT

Sub: Renting of Part-1, - Jagadhri Railway Siding-Exchange Yard (Siding code- CCIJ) and Part2,CCI Railway Siding Godown at Jagadhri Yamunanagar, Haryana on "as is where is basis".

Name of Party:

Particulars	Rate
<p>1. Part-1,- Railway Siding</p> <p>Minimum Assured Revenue (MAR) to be quoted not less than Rs.2.5 lakhs/month excluding GST for handling up to fifteen (15) number of railway rakes, per quarter payable in advance on monthly basis by 5th day of each month.</p> <p>(Note- handling rakes beyond 15 rakes in a quarter will be charged extra on pro-rata basis)</p>	<p>Rs.</p> <p>.....</p> <p>.....</p> <p>Rupees (in Words) :-</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>2. Part-2, – Godown</p> <p>Minimum Assured Revenue (MAR) to be quoted not less than Rs.50000/month excluding GST payable in advance on monthly basis by 5th day of each month.</p>	<p>Rs.</p> <p>.....</p> <p>.....</p> <p>Rupees (in Words) :-</p> <p>.....</p> <p>.....</p> <p>.....</p>

N.B. :-

For Part-1:

- The contract shall be awarded based on the highest MAR rate quoted among the parties above Rs.2.5 lakhs/month, for (15) fifteen numbers of rakes in quarter (Three Months), without taking into consideration the additional rakes. H-2, H-3 may be allowed as co-user on matching the finalized H-1 rate.
- Additional Rakes, beyond 15 (fifteen) numbers of rakes, will be charged on pro-rata basis of Minimum Assured Revenue as explained in para.4 of part III special Terms & conditions.

CCI reserves the right to award to more than one bidder as co-user, to ensure maximum revenue, to get revenue for about 15 numbers of rakes per quarter.

In such a situation for the MAR per rake shall be the highest per rake quoted by H-1 party which is to be matched by other co-user.

For Part-2:

The contract shall be awarded based on the highest MAR rate quoted among the parties above Rs.50000/month. The Godown will be rented out to only one co-user as elaborated at para 4 of part III special terms and conditions

(For further details, tender terms and condition are to be referred)

GST and other taxes will be charged as applicable time to time.

Signature :

Name in full :

Name of the Party:

Contact no.....

E mail:.....

Address :

Place :
.....

Date :

Seal of the Company /Firm: